



CITY OF NEWARK

220 South Main Street · Newark, Delaware 19711
302.366.7000 · www.cityofnewarkde.us

BIDDER

BID SECURITY

CONTRACT NO. 16-16

ONE ELEVATOR PISTON REPLACEMENT

NOTICE

Do not disassemble. Return intact with
Properly completed forms or bid may be rejected.

CONTRACT NO.16-16

ONE ELEVATOR PISTON REPLACEMENT

NOTICE OF LETTING

Sealed bids for Contract No. 16-16, One Elevator Piston Replacement, will be received in the Purchasing Office, Newark Municipal Building, 220 South Main Street, Newark, Delaware, 19711 until 2 p.m., prevailing time on Tuesday, October 11, 2016, and will be publicly opened and read aloud in the Council Chamber shortly thereafter.

There will be a mandatory pre-bid meeting on Thursday, September 29, 2016, at 9:00 a.m. in the Council Chambers, 1st Floor, Newark Municipal Building, 220 South Main Street, Newark, DE 19711.

The contract documents may be obtained from the City website at www.cityofnewarkde.us.

CONTRACT NO. 16-16

ONE ELEVATOR PISTON REPLACEMENT

GENERAL PROVISIONS

1. BIDS

Each bid shall be submitted on the Proposal form included herein. The Proposal and all other required documents must be submitted in a sealed envelope clearly identified with the bidder's name and marked City of Newark - Contract No. 16-16, ONE ELEVATOR PISTON REPLACEMENT, and will be received in the Purchasing Office, 220 South Main Street, Newark, Delaware, 19711 until 2 p.m., prevailing time, Tuesday, October 11, 2016. Each bid so submitted shall constitute an irrevocable offer for a period of sixty (60) days following the bid opening date.

2. BID SECURITY

Each bid must be accompanied by a certified check, cashier's check or bid bond in the amount of five percent (5%) of the total quoted contract price, payable to the City of Newark. Failure to provide the required Bid Security may be grounds for rejection of the bid.

If the successful bidder fails or refuses to execute and deliver the contract within fourteen (14) calendar days after receiving notice of award of the contract, the successful bidder shall forfeit to the City for such failure or refusal the Bid Security deposited with the bid. Any certified check or cashier's check submitted as Bid Security shall be returned to all unsuccessful bidders within sixty (60) calendar days after the bid opening date.

3. CONTRACT SURETY BOND

The successful bidder shall provide the City with a Contract Surety Bond in the amount of their quoted contract price guaranteeing faithful performance of the contract. Such bond shall be provided to the City with the executed agreement within fourteen (14) calendar days after receiving notice of award of the contract. Upon receipt of the Contract Surety Bond, the City will return any certified check or cashier's check submitted as Bid Security by the successful bidder.

4. TAXES

The bid price(s) shall not include federal or state taxes. If applicable, the bidder must furnish the City with the necessary tax exemption forms in triplicate upon submission of his invoice.

5. AWARDS

The City Manager will review each of the bids submitted and make a recommendation to the City Council on the disposition of the bids. The City Council reserves the right to reject any or all bids and to waive minor irregularities and defects in form where the best interests of the City would be served.

The City reserves the right to divide the award of the contract into each of the parts designated in the specifications, site requirements and proposal.

6. BID PRICE

The bid price shall include all transportation, delivery, installation and all charges for goods and services specified for this project.

7. INQUIRIES

Any inquiries regarding technical specifications should be directed to David Greenplate, Facilities Maintenance Superintendent, at 302-366-7000. Questions regarding the bidding procedure should be directed to Cenise Wright, Purchasing Administrator, at 302-366-7000.

8. LICENSING

The successful bidder shall be licensed to operate in the State of Delaware, shall be registered as a contractor in the City of Newark and shall possess all other required licenses.

9. NON COLLUSION

Bidders are prohibited from entering into any agreement, participating in any collusion or otherwise taking any action in restraint of free competitive bidding in connection with this bid.

10. EQUAL OPPORTUNITY EMPLOYER

The contractor awarded this contract shall be a fair and equal opportunity employer.

11. ADDENDA

Any changes to the bid documents shall be made only by written addenda issued no later than four (4) calendar days prior to the date set for bid opening. Prospective bidders shall bear the entire responsibility for being sure they have received any and all such addenda.

12. EXCEPTIONS

Any and all exceptions to the specifications or other bidding requirements must be noted in the space provided on the Proposal form. Any exceptions may constitute suitable grounds for rejection of the bid.

13. ADVERTISEMENT

It is further agreed that any bidder submitting a bid will not use the name of the City of Newark in any advertisement without first obtaining the written consent of the City Manager.

14. FAMILIARITY WITH PROPOSED WORK

The contractor shall carefully examine the project site(s), contract document and specifications and become familiar with the full scope of the work to be completed. The contractor shall not, at any time after the execution of the contract, set up any claims whatsoever based upon insufficient data or incorrectly assumed conditions or character of the work to be performed under this contract. The City is not responsible for inaccurate measurements of mowing and horticulture areas to be maintained. It is the contractor's responsibility to visit each area to determine the full scope of work.

15. PROTECTION TO PROPERTY

- A. The contractor shall insure protective measures to the general public and employees. All work shall be executed with the utmost concern for the safety of the public and employees.
- B. The contractor shall comply with all safety laws as required by the City of Newark and the State of Delaware.
- C. The contractor shall be strictly responsible for any and all damages or injury of every kind and description, which directly or indirectly may be done to any property or sustained by any persons during the performance of the work.
- D. When or where any direct or indirect damage or injury is done to property by or on account of any act, omission, neglect or misconduct in the execution of the work, the contractor shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage was done by repairing, rebuilding or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

16. LIABILITY INSURANCE

- A. Except as otherwise provided by law, the contractor shall at all times maintain and keep in force such insurance as will protect him from claims under Worker's Compensation Acts, and also such insurance as will protect him and the owner from any such claims for damages for personal injuries, including death, which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor or anyone directly or indirectly employed by any of them.
- B. The contractor and his subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against public liability, property damage and vehicular liability. The contractor's Public Liability Insurance shall be in an amount not less than \$200,000 for Bodily Injury, including accidental death, to any one person and an amount not less than \$500,000 for any one occurrence. Property Damage Insurance shall be in an amount not less than \$100,000 per occurrence and \$200,000 aggregate. Vehicular Liability shall be in the amount of not less than \$100,000 for any one person or \$200,000 for each occurrence.
- C. A copy of the Certificate of Insurance must be provided to the City within fourteen (14) calendar days after receiving notice of award of the contract.

17. INSPECTIONS

All inspections will be performed by the City of Newark's Code Enforcement Division.

18. TERMINATION OF AGREEMENT AND INDEMNIFICATION

This agreement may be terminated by the City upon thirty (30) days written notice if the contractor fails to perform satisfactorily his obligations in accordance with the terms and conditions of the contract. In the event this agreement is terminated, the contractor shall be paid for services satisfactorily rendered up to the termination date.

Indemnification – The contractor shall solely be responsible and liable for the accuracy and completeness of all work performed and shall agree to indemnify, defend and hold harmless the City of Newark, its officers, agents and employees, from and against any and all claims, actions, suits and proceedings arising out of, based upon or caused by negligent acts, omissions or errors of or the infringement of any copyright of patent, by the contractor, its officers, agents, employees or subcontractors, in the performance of the contracted agreement.

19. BILLING/PAYMENT

Invoices are to be submitted to the Purchasing Office. Payment will be made to the contractor within thirty (30) days.

20. PROJECT FUNDING

This project is being funded using City funds; therefore, "prevailing wages" do not apply.

21. SUBCONTRACTORS

Any subcontractors must be noted on the enclosed Listing of Subcontractors.

22. REFERENCES

Each bidder shall provide four (4) business references on the enclosed Reference Sheet from current or previous customers (within the past two calendar years) where similar services are/were provided.

23. PERSONNEL

All services required under the contract shall be performed by the contractor or under his direct supervision, and all personnel, including sub-contractors shall be fully qualified and shall be authorized under local law to perform such a service. None of the work covered under this contract shall be sub-contracted without prior written approval of the Facilities Maintenance Superintendent.

Workers are to present a neat appearance at all times. The contractor shall utilize competent employees. At the request of the Facilities Maintenance Superintendent, the contractor will replace any incompetent, abusive or disorderly persons and will not schedule them to work at any location covered under this contract.

24. VENDOR EMERGENCY POINT OF CONTACT

The successful bidder shall provide the name(s) and telephone numbers (land line and cell) of those individuals who can be contacted in an emergency situation.

25. OWNERSHIP OF MATERIAL

All documents prepared and submitted pursuant to this RFP or contract shall be property of the City upon submittal and will be subject to staff and public review and discussion in association with our public bidding and formal proposal process. Any information or documents deemed proprietary shall be so marked at time of submittal and limited to detail where the disclosure of contents could be prejudicial to competing offerors during the process of negotiation, and any commercial or financial information of a privileged or confidential nature.

26. INTENT OF SPECIFICATIONS

It shall be the Contractor's responsibility to furnish the goods and services specifically indicated in the scope of work and specifications and such other as may be required to meet the intent of the specifications, drawings, or as may be necessary to provide the operation intended by the City.

27. WARRANTIES AND STANDARDS

All goods are to be new and unused in all component parts, including all accessories. The specifications will be construed as the minimum required. When the manufacturer's standard exceeds the specifications, the standard units will be furnished. All materials shall be free of defects. All standard manufacturer's warranties and guarantees shall apply to equipment and goods supplied under this contract.

The Contractor guarantees all of the work and materials for a period of one year after the date of completion and final acceptance by the City.

The Contractor shall supply the City with all Operation and Maintenance Manuals pertaining to this project.

28. TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor is to complete the work within forty-five (45) days from the date of notification of award. Liquidated damages of 300 hundred dollars (\$300.00) per day may be assessed to the Contractor by the City for each day the contract is extended beyond the completion date. Liquidated damages are not to be construed as a penalty in any sense.

29. SEQUENCE OF CONSTRUCTION AND SCHEDULE

The successful Contractor shall provide a sequence of construction and schedule for review and approval to the Facilities Maintenance Superintendent.

CONTRACT NO. 16-16

ONE ELEVATOR PISTON REPLACEMENT

TECHNICAL SPECIFICATIONS

I. SCOPE

The scope of work includes all the necessary work to remove the existing piston on the elevator located at the City of Newark Municipal Building and replace the piston with a PVC liner or comparable and protectively coated cylinder.

1. The contractor will provide all labor, materials, apparatus, trucking, tools, superintendence, and services required for completion of work as described on the Specifications.
2. The contractor is responsible for obtaining all necessary permits required for the completion of this project. When obtaining Building Permits from the Planning and Development's Code Enforcement Division, no fees will be required.
3. Design must meet all applicable codes as required by the Code Enforcement Division at time of permit application. All permits must be posted prior to the start of construction. Any additional permit fees, such as utility fees that are required for the execution of the work are the responsibility of the contractor.
4. After final inspection by the Code Enforcement Division the contractor is responsible for obtaining a Certificate of Occupancy. Certificate must be submitted to the Facilities Maintenance Superintendent before final payment will be made.
5. Project location: City of Newark Municipal Building, 220 South Main Street, Newark, DE 19711.

II. PROJECT DESCRIPTION: One Elevator Piston Replacement

The following items are site specific requirements of the project.

Contractor to repair, replace and install the necessary materials to complete the work identified above.

- All permit and utility fees that are required are the responsibility of the contractor. The City of Newark permit fees for this project will be waived.

- Work will be performed Monday through Friday between the hours of 7:00am to 2:00pm. Weekend work will be allowed with prior approval from the Facilities Maintenance Superintendent.
- Contractor must notify the Facilities Maintenance Superintendent before piston dismantling and/or welding is performed. He will take care of fire alarm system.
- Contractor is responsible for the cleanness and protection of building and building components to include but not limited to tile/rug flooring, walls etc. between the work area (inside and outside of building) through assigned access door.
- Contractor responsible for work area and must provide temporary restricted work zone protection at any and all open elevator doors, to include elevator cab (sling and platform) assembly. Contractor must provide reasonable safety of the work site at all times. Remove existing piston and clean out the cylinder casing.
- Install new cylinder. If welding is involved make sure building is smoke free before the next work day begins (7:00am).
- Align the new piston within the cylinder and attach to the elevator cab platform with a new platform plate attached to the cylinder head.
- In the event that the hole collapses when removing of the hydraulic cylinder the hole will need to be re-drilled. Use of portable skid mounted equipment is permissible all other methods must be approved by Facilities Maintenance Superintendent and the Code Enforcement Inspector.
- If there is excessive ground water found in pit area it must be removed. Water tight sealing of the new cylinder to the pit floor after it is installed.
- Fill the cylinder with sand and cap the jack assembly casing with 4,000 PSI Back concrete at the pit floor and within the new pit chamber.
- Dispose of all contaminated sand and oil ETC from the pit area, place in sealed drums and remove from job site.
- Clean tank units for all three elevators, including, replacing the hydraulic oil and all Victaulic fittings on the oil supply lines entire length for all 3 elevators.
- Reconnect the oil line and install a new 3" oil line shut-off in the elevator pit.
- Perform all necessary adjustments to the elevator to ensure a smooth transition. Clean up all debris when job is complete.
- Perform the necessary inspections and pressure relief tests witnessed by the Elevator Inspector.

III. Warranty for System and System Components

- Manufacturer's Warranties
- The Contractor's one year warranty begins after final inspection. Contractor warranty is for all material and labor for this project.
- Contractor is to perform a complete inspection of all components of the project 30 days prior to the contractor's warranty expiration.
- This inspection is to be scheduled with the Facilities Maintenance Superintendent.
- Contractor will provide a final report to the Code Enforcement Division within 5 working days of the inspection.

CONTRACT NO. 16-16

ONE ELEVATOR PISTON REPLACEMENT

PROPOSAL

TO: The Mayor and City Council
Newark, Delaware

FROM: _____

The undersigned as a lawfully authorized agent for the below named Bidder, has carefully examined the General Provisions, Specifications, and Proposal to be known as Contract No. 16-16 and binds himself/herself on award to him/her by the Mayor and City Council of Newark, Delaware to execute in accordance with such award, a contract of which contract this Proposal and said General Provisions and any addenda shall be a part, and to furnish all materials and provide all machinery, tools and labor necessary to perform and complete the work within the time required by the contract in complete accordance with said General Provisions and Specifications, at the following named prices:

<u>Description</u>	<u>Amount</u>
1. One Elevator Piston Replacement	\$ _____

This proposal shall be irrevocable for a period of 60 days after bids are opened. We acknowledge receipt of Addendum(s) No(s). _____

Exceptions: _____

PROJECT TO BE COMPLETED IN FORTY-FIVE (45) DAYS FROM NOTICE OF AWARD.

DATE: _____

BIDDER: _____

BY: _____
Legally authorized representative.

PRINT NAME: _____

TITLE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

CONTRACT NO. 16-16

ONE ELEVATOR PISTON REPLACEMENT

BOND TO ACCOMPANY PROPOSAL

(Not necessary if certified or cashier's check is used)

KNOW ALL MEN BY THESE PRESENTS THAT _____ of
_____ of the County of _____ and State of
_____, principal, and _____ of
_____ as surety, legally authorized to do business in the State of Delaware, are
held and firmly bound unto the City of Newark in the sum of _____ dollars,
to be paid to said City of Newark for use and benefit of the Mayor and Council of Newark, for which
payment well and truly be made, we do bind ourselves, and each of our heirs, executors, administrators
and successors, jointly and severally, for and in the whole, firmly by these presents. Sealed with our seal
dated the _____ day of _____ in the year of our Lord, two thousand and sixteen
(2016).

NOW THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the above bounded principal
_____ who has submitted to said City of Newark, a certain
proposal to enter into a certain Contract No. 16-16, and if said _____ shall well and truly
enter into and executes said contract and furnish therewith such Surety Bond or Bonds as may be required
by the terms of said contract and approved by said City of Newark, said Contract, and said Bond to be entered
into within fourteen (14) calendar days after the date of official notice of award thereof in accordance with
the terms of said proposal, then this obligation to be void, otherwise shall remain in full force and virtue.

SIGNED AND SEALED IN THE
PRESENCE OF WITNESS

SIGNED _____ (SEAL)

BY _____ (SEAL)

SIGNED _____ (SEAL)

BY _____ (SEAL)

BIDDER _____

LISTING OF SUBCONTRACTORS – CONTRACT NO. 16-16

Bidder/contractors shall fill in the following listing of subcontractors they intend to use in the performance of the contract work. No subcontractor shall be substituted for any listed below without the written consent of the City. Contractor hereby certified that he has notified all subcontractors that they are obligated to comply with the provisions of Federal or State laws as they pertain to this project and they must submit evidence of such compliance upon notice of request.

1. Name: _____

Address: _____

Type of Work: _____

2. Name: _____

Address: _____

Type of Work: _____

3. Name: _____

Address: _____

Type of Work: _____

4. Name: _____

Address: _____

Type of Work: _____

Date: _____

Bidder/Contractor: _____

By: _____

Its legally authorized representative

Print Name: _____

Check: ☐ Corporation ☐ Partnership ☐ Individual

Address: _____

City, State, Zip: _____

Telephone: _____

REFERENCES – CONTRACT NO. 16-16

Provide the following information for four (4) references who will attest to your company's ability to undertake and complete this type of work.

1. Customer reference information:

Name (Print) _____
Address _____ City _____ St. _____ Zip _____
Phone (____) _____

2. Customer reference information:

Name (Print) _____
Address _____ City _____ St. _____ Zip _____
Phone (____) _____

3. Customer reference information:

Name (Print) _____
Address _____ City _____ St. _____ Zip _____
Phone (____) _____

4. Customer reference information:

Name (Print) _____
Address _____ City _____ St. _____ Zip _____
Phone (____) _____